

## Timeline (Unit 2)

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5912 9<sup>th</sup> Street, NW Washington, DC 20011

### Notes:

- This timeline is restricted to correspondence that I initiated and/or contributed to.

### Parties Involved:

- **Selling Agent(s):** Johanna Baker and Shelly Guenther (assistant), Marc Pina (Managing Director of Sales)
- **Buying Agent:** Edgar DSouza
- **Title Agent:** Angie Mueller
- **Developers:** Mick Fraiser and Carl (Tom) Hansborough
- **Contractors:** Logan Wallace, Joe Zelinko, Mr. Cornwall
- **Inspectors:**
  - Pre-Purchase: Jim Delgado (Unit 2 only and common areas)
  - Post-Purchase-1 Bldg.: Ed Snope
  - Post-Purchase-1 Bldg.: Delaine Englebert

### Timeline:

- 04/12/17 Showing with real estate agent who confirmed that the only Unit that hasn't yet sold is Unit 2; others are in contract and/or sold.
- 04/16/17 Edgar emails Johanna detailing the issues discovered during pre-purchase inspection of Unit 2, crawl space and common areas.
- 04/27/17 I signed *Home Inspection Contingency* document which requires that the items enumerated to be fixed be done so "by a licensed contractor and seller shall provide buyer with receipt from said contractor for such work."
- 04/28/17 Per text message from Edgar, "seller has agreed to fix all items," but attested that to get information on permits and state of bedrooms, the buyer should go to the DCRA on their own. Edgar reassures me that none of this is an issue, saying, "I personally feel that there is not really an issue. However, you can do your due diligence."
- 04/30/17 Johanna is notified through real-estate agent (Edgar) via email that the DCRA PIVS system shows the building to have a COA for 4-Units and not 5
- 05/01/17 Johanna responds: "The seller is aware of the discrepancy with the Certificate of Occupancy. The updated C of O has been submitted to DCRA and the expeditor is working hard to get to updated C of O recorded. We should have it very soon."

05/08/17 Edgar forwards email from Angie (Title Agent) with her exclaiming: "That is actually be resolved now, as originally the building was a 4 unit building, but DC Tax Office has issued 5 tax lots, 1 for all 5 Units, and they are in the process of updating everything now, as you can tell with not being able to pull up the property details information right now."

This is unfortunately still not resolved and continues to cause considerable issues which the selling and title agent downplayed.

05/17/17 In a text conversation screenshot sent over by Edgar, Johanna notes that COA issues will be resolved in "no more than a couple weeks" and "Because this is new construction and the seller is the developer they complete all repairs in-house. So no invoice issued. However, you always have the option to inspect their work before settlement"

This directly contradicts the Inspection Addendum which notes that sellers are required to provide invoices for work agreed to by licensed contractors.

I pressed my real-estate agent (Edgar) that I would not close without receipts of work completed which he forwarded to Johanna

05/19/17 Edgar forwards an email from Johanna, wherein **Loan Wallace** sends over "receipts" for items that needed addressing from the Inspection Addendum.

05/22/17 Closing Day for Unit 2

05/23/17 Discuss with Edgar who sends an email to Johanna stating:

"My buyer - Mohammad Hassan pointed out that the deck railing that was specified as completed on the work order but was not completed..."

"Is there anything to be concerned about at this point or was it just a small oversight on the work order?"

Johanna responds that contractor inspected the deck and it is up to code.

After asking for filing of new CofO and corrective plat, Angie responds:

"The only thing we had knowledge of was that the plat was not recorded for Unit 5 and this was supposed to have been recorded fairly quickly and is being worked on. We are hopeful all documents will be completed by Friday the 30<sup>th</sup>. " – Angie Mueller

"In terms of repairs to our building, the laborers the Seller has sent at least 3 times to address multiple problems over the last month are, with few exceptions, woefully unqualified to perform work assigned." – Jacob Beier

Angie notes that: "We are not representatives to the seller, so please lets clear that up now, we were chosen as the settlement company to honor and represent the contracts given to our office, which we did for each and every one of the settlements that have happened up until this point."

"Thank you for clarifying Angie; you were acting as "chosen" and payed representatives in favor of protecting our (buyers) interests. Albeit, the seller made going with *Milestone* a requirement for purchase." – Mohammad Hassan

05/31/17 I sent an email to Johanna and her deputy, Shelly Guenther that

"I have no confidence that any inspection items were completed as the two visible ones outlined below were clearly left unattended and somehow "**receipts**" for their work were provided. How can there be a receipt provided for work that is visibly never completed?"

Johanna responded, providing the email address of Mick Fraiser and noting she has forwarded the emails

06/05/17 Johanna emails that the developer is sending a contractor to perform work on another unit and will repair some items that were never addressed as part of the Inspection Addendum.

06/22/17 Johanna says that the contractor, noted as "Mr. Cornwall" is back and will help to correct deck railings, and also "From this point forward, please feel free to contact the developer directly with any concerns."

06/23/17 After internal correspondence amongst unit owners (1-4) and Tracy (resident staying in Unit 5), we decide to collaboratively engage the developer:

"We ask that your offices consider this email as actual notice of continued, unresolved issues at 5912 9th Street NW. We are escalating due to the number of issues and lack of timely fixes" – Jacob Beier

Regarding permitting and inspection concerns specific to the third story and Unit 5:

"Again I own this unit any interference or defamation will result in legal action against the individuals n condo association" – Mick Fraiser

"The Association is contracting with its own inspector for a building-wide inspection to formally document all Seller/Developer issues--many of which have already been brought directly to the Seller's attention by owners. For example, we have copies of receipts for work that Seller claimed was completed and that never was." – Mohammad Hassan

"Please pass along to Mick that he has apparently already fixed the railing and other raised issues via the fraudulent receipts that were passed along by Johanna prior to closing (attached – "Fwd – word order.eml" and "Re- Home Inspection Items...")." – Mohammad Hassan

"The rat infestation could've been prevented if he completed the following that he invoiced and apparently did (again attached)" – Mohammad Hassan

"Would appreciate if he not threaten us with lawsuits given he, through Johanna provided **fake receipts** for work visibly and otherwise incomplete." – Mohammad Hassan

"Furthermore, as he is the owner, we expect he will be paying the condo dues on July 1, 2017." – Mohammad Hassan

"In closing, either your office or listing agent should advise Seller to refer to a dictionary or counsel when using words as large as "defamation" in his responses. He clearly doesn't know what the word means. All statements included below from owners are truthful." – Jacob Beier

"The truth is... there are real problems related to construction quality with this building, which we have documented in inspections, emails, receipts, pictures, and other forms of evidence. Inspections, permits, and certificates are lacking according to DC government. Seller responses have been slow or delayed, some falsified, and in most cases, lacking in quality." – Jacob Beier

"We truthfully want no conflict or any more drama with Seller. We are seeking clarity regarding occupancy and utilities, some fixes of poor construction work or that which violates city code, and an end to this nonsense after paying substantial sums of money to live in this building." – Jacob Beier

06/24/17 After internal discussions with HOA (Units 1-4) and resident staying in Unit 5, we decide it would be more productive to ask selling agent (Johanna) and Developers (Mick/Tom) to meet in person and collaboratively work through the known concerns:

"We think that our situation would go a lot more smoothly with a face to face meeting between you and the Board. We would now prefer covering and resolving issues with you directly--rather than email."

"During this proposed meeting, we would talk about a few things that, in the past, have affected or still continue to affect the building, like: (1) poison ivy, (2) pests, (3) back railing, (4) front door, (5) inspections/occupancy, etc."

06/24/17 Johanna agreed this is a good idea and reached out to developers via phone to confirm a meeting with the Board on Saturday, July 1<sup>st</sup>, 2017

06/29/17 Johanna doesn't confirm the meeting and notes: "I'm sorry, I'm unable to attend your meeting on Saturday."

She agrees that sellers will pay HOA dues: "Sellers are happy to pay their condo dues. Please send instructions for mailing a check."

06/30/17 Johanna cancels the agreed upon meeting, noting:

"Tom is unable to meet with you on Saturday as planned. I'm sorry for the last minute notice. He was trying to move things around and make it work but he can't be there."

08/01/17 Email to Mick and Tom regarding \$312.57 owed to HOA for monthly dues and water usage prior to the new owners inhabitation.

09/06/17 Email to Mick, Tom and Angie regarding \$173 in HOA dues for September

09/08/17 Follow-up to Mick and Tom on HOA dues for September

09/14/17 Follow-up on updates from Johanna who said that Unit 5 should be closing at the end of the month and any and "feel free to reachout to developers anytime"

10/04/17 Emiled Johanna and developers that we performed a "Builders Warranty Inspection" through Atlas Home Inspections' Ed Snope and that "we believe everyone will be best served by reviewing the findings on the units and common areas during an in-person meeting with the Association (Jacob, Mohammad, and myself)"

10/04/17 Johanna says that her

"Since my representation of the seller is limited to the sale of the property I can longer act on their behalf with regard to units 1, 2, 3 and 4. It's best to contact the sellers directly as you have here."

"Would you please remove me from this distribution list?"

10/06/17 Email asking if Mick/Tom are available to schedule a meeting with the HOA. No response.

10/17/17 Email to Angie that Developers owe \$519 in total HOA dues for September, October and November that she should collect at closing of Unit 5

Email to Johanna and Angie asking for phone numbers for Mick/Tom so we can follow-up via phone and also status of CofO and plat recording.

"I cannot give you the seller's phone numbers as we are not allowed by law to do that. I have not been given an update." – Angie Mueller

"Can you please follow up with the seller as we are not getting any responses after repeated attempts? We are going on half a year since this and other problems. As our only points of contacts, the best we can do is ask you both to get us either in touch with the sellers or get us the information" – Mohammad Hassan

"DCRA is being difficult....they have requested the final CofO 3 times already and DCRA keeps rejecting them. I know that they are going back to DCRA with a new questionnaire completed for DCRA for the 4<sup>th</sup> time." – Angie Mueller

"Johanna, as the sellers representative for Unit 5, we look to you to take charge and liason these matters to conclusion. Our target date is to have all issues discussed and resolved in the next month, as that is in the best interest of all parties involved." – Mohammad Hassan

Email to Mick/Tom asking once again their availability to meet and discuss the findings of the *Builders Inspection* Report and work together to resolve the pending concerns

10/25/17 Johanna asks not to be copied on emails again, noting :

"I've CCed the developers on this email. It's best to communicate directly with Mr. Hansbrough and Mr. Frasier regarding your proposed meeting." – Johanna Baker

"PFA the numerous emails where we reached out to the developers directly and cc'd you. I'm not sure what more you need us to do? Are you not seeing these emails? lease use your open communication channels with the developers as their listing agent and representative for Unit #5 to help facilitate a meeting as they are not keen on responding to us and issues are serious and pertinent to the common areas and thus affect Unit #5" – Mohammad Hassan

12/4/17 Email to Angie, cc: Tom, Mick and Johanna that Developers owe the HOA \$692 in unpaid dues

12/15/17 Email to Angie asking for update as developers are unresponsive and Johanna has asked not to be involved

"Do you have any update on matters with DCRA regarding plats, CofO...etc.? What is the latest? I know you mentioned you're relying on the developers, but unfortunately, we only have you to direct any inquires to."

"Developers don't respond to us and Johanna has already communicated, "Per the seller's instruction, I will not be communicating with you regarding this property.""

12/15/17 Angie lets us know that:

"Unfortunately we have been dismissed as the settlement agent on Unit 5 so I have not been given any updates at all....Maybe the buyer of Unit 5 has been updated by her agent."

"You are correct, we will no longer be doing the settlement on Unit 5, **the seller fired us from the contract.**"

12/25/17 Angie asks to be removed from all future correspondence:

"Please remove me from these emails....there is truly nothing I can do in regards to setting up an appointment with the seller." – Angie Mueller

Discussions with Johanna get heated as she once again asks not to be emailed regarding any issue and expressed the sellers have asked her to stop communicating with the HOA

"It's a shame that you closed, provided fake invoices (attached), gave incorrect material facts (i.e. Unit #5 is sold) and now are unwilling to help resolve our very legitimate concerns..." – Mohammad Hassan

12/29/17 After receiving multiple calls from agents regarding my desire to sell, I found out that deeds of transfer are not complete.

Emailed Johanna and Angie asking "Are our deeds properly recorded/filed and transferred over to respective owners?"

01/02/18 Angie notes that the land records have not yet been updated:

"Currently the records have not been updated in DC....WOW I cannot believe they still have not updated those, however attached is the deed we recorded in DC and it clearly states you own Unit 2, with rights to use parking space number 2." – Angie Mueller

Email to Mick/Tom regarding HOA dues owed.

02/07/18 Formal invoice created and emailed to Mick/Tom for money owed to HOA, totaling \$1557, including but not limited to COA dues for Unit 5.

02/08/18 Johanna notified by email that her website incorrectly denotes the purchase price of Unit #2, number of bedrooms for many units.

02/09/18 Asked Angie if she had collected any money from sellers before the title agency was fired in November, 2017 that could be distributed for the unpaid HOA dues as budgeting has become difficult with 1/5 of the HOA dues not being collected.

She said that: "unfortunately no we do not have any funds in our escrow account for Condominium Dues, anything we collected has already been disbursed to the Condo Association"

02/09/18 Following an honest review of Johanna Baker's teams Compass page, she involves Mr. Marc Pina who is the managing director of sales. He emails asking to be called to discuss the transaction.

02/13/18 Approximately 9am, Marc and I talked on the phone where he seemed interesting in understanding the root of the issue and getting a comprehensive list of issues.

After discussing with Carter (via phone), we decided he may be fishing for information and I informed him that Johanna was on all email correspondence and has a great idea about the nature of our concerns.

Marc emails following the call:

"I would like to know what, if anything, Compass can (to the limit that we are legally allowed to) do to address the concerns that you or the HOA of your property have. At this point, I would like to know, directly in writing from you or the HOA, what those concerns are. Without knowing that directly from you, I am unable to assist with what I'm sure is a stressful situation and I certainly do not want that." – Marc Pina

Mohammad responds:

"Thanks Marc for your outreach at this point! We'll surely discuss internally. The one thing that I would like to add to your statement and point out is that we've engaged Compass through selling real-estate agent, Johanna Baker since late May, 2017 (via email, phone...etc.) and she has full understanding of our situation and circumstance. In fact, she was copied on every single exchange where we simply asked her to champion a meeting with the developer and her to work cooperatively towards remediation. Ultimately, her stance was more than just a lack of assistance, she flat out stated that she will not engage the HOA any further. That being said, it was truly a pleasant surprise to hear from you and Compass, given the messy situation we're in!"

02/21/18 Johanna forwards email wherein she reaches out to MLS, noting she, "inadvertently entered the wrong information for the following transaction" and has both the number of bedrooms and the purchase price corrected.

She also asks if there is anything else she can help with.

Mohammad responds:

"Thanks Johanna, as I expressed to Marc (attached here). We have and continue to have plenty of issues here. You know this well, you were on every single email. A significant portion of it was due in large part to misinformation and misrepresentation that you shared with us and continued to share with us. For the greater part of seven to eight months, we attempted to simply ask you to champion a conversation and meeting with the developer so we could collaborate discuss the issues and resolve them. You declined all such requests and ultimately gave the hard line that you couldn't and wouldn't help. It is truly a shame that a poor, albeit completely honest Facebook Page review got you to admit and acknowledge that you knew we were a harmed party by the developer. It wasn't our perpetual cries for help or sincere requests to get things right. However, even this knowledge was not enough to dissuade you from continuing to sell their homes. At the expense of sounding harsh, it genuinely speaks to your ethics that you continued to and still do that. Do you remember when I emailed you about fake invoice that you passed along in May, 2017? Even with this knowledge, you continued to be their relator? Please put yourself in our shoes for a

moment and refer to how many times we simply asked to meet and discuss our issues. Instead of helping, you mislead and gave incorrect material facts.

Please bear in mind: (1) Individuals bought what you advertised and marketed as 2 Bedrooms but really they were a single bedroom. That affects values and was misrepresented. (2) You communicated (various written and verbal forms) that Unit 5 was sold...FYI – it is still unsold, we don't have Pepco meters, have serious other building issues, etc. (3) You passed along fake invoices which at first you claimed were not needed, even though the inspection addendum (a legally binding document) clearly outlined that they were. (4) You continued to work with a shady developer who screws young people who saved every last penny to afford and buy a house, thinking they were setting themselves for success but got a lemon. Forgive my direct approach, but we genuinely pleaded and kindly asked for your help for so long and you continued to refuse while filling your pockets, shrieking your ethical obligations to tell the buyers the truth such that they could make the best decision for them. I speak for everyone in the building when I say had we known what we discovered on our own, without your help whatsoever, we would have never ever bought into this property." – Mohammad Hassan

04/17/18 Angie confirms via email and provides link that the deed for Unit 2 has been recorded and available online for view.